

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

UNITED STATES OF AMERICA

:  
: CR. No. 10-  
:

V.

:  
: In violation of  
:

JOHN A. ZAMBARANO

: 18 U.S.C. § 371

ROBERT RICCI

: 18 U.S.C. § 1341

VINCENT DIPAOLO

: 18 U.S.C. § 2

LORI SERGIACOMI

:

a/k/a TANYA CRUISE

:

INDICTMENT

The Grand Jury charges that:

INTRODUCTION

At all times material to this Indictment:

1. Defendant JOHN A. ZAMBARANO ("ZAMBARANO") was a resident of North Providence, Rhode Island, and a Rhode Island licensed residential contractor.
2. ZAM'S CARPETING, INC. was a Rhode Island corporation owned by ZAMBARANO and operated as a residential contractor's business.

3. Defendant ROBERT "BOBBY" RICCI ("RICCI") was a resident of North Providence, Rhode Island. RICCI owned and operated a residential contractor's business called R.A.R. Building and Home Improvement LLC. RICCI often worked with ZAMBARANO on various home repair jobs.
4. RICCI was a hearing officer for the Rhode Island Contractor's Registration and Licensing Board. As such, RICCI was designated by the executive director of the Rhode Island Contractor's Registration and Licensing Board to hear contested claims and cases, contested enforcement proceedings, and contested administrative fines.
5. Defendant VINCENT "VINNY" DIPAOLO ("DIPAOLO") represented himself to be a public insurance adjuster with an office in Providence, Rhode Island. In fact, DIPAOLO's insurance adjuster's license had been revoked by the Rhode Island Department of Business Regulation on December 21, 2007. Accordingly, throughout the period of this indictment DIPAOLO was not licensed to act as a public insurance adjuster.
6. VDP UNITED CONSULTANTS, INC. ("UNITED") was a Rhode Island corporation owned and operated by DIPAOLO.

7. Defendant LORI SERGIACOMI("SERGIACOMI") was a resident of North Providence, Rhode Island. SERGIACOMI was an on-air radio personality using the alias "TANYA CRUISE."
8. SERGIACOMI's personal residence sustained damage caused by record rainfall, flooding and rising ground water in the Rhode Island flood of March 2010 ("the March 2010 flood").
9. An insurance company, whose true name is known to the grand jury, (hereinafter "the Insurance Company") was operating in interstate commerce with its principal office in Boston, Massachusetts.
10. A local insurance agency, whose true name is known to the grand jury, (hereinafter "the local insurance agency") was an insurance agency operating in interstate commerce with its principal office located in North Providence, Rhode Island.
11. A disaster mitigation services company whose true name is known to the grand jury, (hereinafter "The Water Removal Company") was a Rhode Island corporation that performed disaster relief services, including water mitigation

services related to flood damage.

12. John Doe, whose true identity is known to the grand jury, was a representative of the Water Removal Company.
13. The Federal Emergency Management Agency ("FEMA") was a component federal agency of the United States Department of Homeland Security, whose responsibilities included providing assistance in the wake of natural disasters.
14. SERGIACOMI had a homeowners insurance policy issued by the Insurance Company. SERGIACOMI's homeowners insurance policy did not cover damage caused by flooding.

COUNT ONE  
CONSPIRACY  
18 U.S.C. 371

15. Paragraphs 1 through 14 are hereby realleged as if fully set forth herein.

The Conspiracy

16. From a date unknown but at least as early as March 31, 2010, and continuing through at least on or about August 25, 2010, in the District of Rhode Island and elsewhere, the defendants

JOHN A. ZAMBARANO  
ROBERT RICCI  
VINCENT DIPAOLO and  
LORI SERGIACOMI a/k/a TANYA CRUISE

did knowingly, willfully and unlawfully combine, conspire and agree with each other to knowingly and willfully devise and attempt to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations and promises and to cause items to be delivered by the United States mails according to the directions thereon for the purpose of executing said scheme and artifice to defraud, in violation of Title 18, United States Code, Section 1341.

The Objects of the Conspiracy

17. It was the purpose and objective of the conspiracy for ZAMBARANO, RICCI, DIPAOLO and SERGIACOMI to obtain money from the Insurance Company by fraudulently causing damage sustained to SERGIACOMI'S residence during the March 2010 flood, and additional damage caused by ZAMBARANO, RICCI, DIPAOLO and SERGIACOMI, to appear to have been caused by a windstorm on April 5, 2010, so that it would be covered by SERGIACOMI's insurance policy.

Manner and Means of the Conspiracy

18. It was part of the conspiracy that in March 2010, after

SERGIACOMI suffered damage to her residence from rising ground water from the March 2010 flood, DIPAOLO and ZAMBARANO advised SERGIACOMI to file a claim with her insurance company falsely claiming the damage was caused by a windstorm because SERGIACOMI did not have flood insurance.

19. It was further part of the conspiracy that DIPAOLO and ZAMBARANO advised SERGIACOMI not to file a claim with FEMA for damage related to the March 2010 flood because FEMA payments would be in the form of a loan which SERGIACOMI would be required to pay back; because FEMA would not pay for additional repairs and improvements which were unrelated to flood damage, but which SERGIACOMI desired for her residence, including SERGIACOMI's roof and swimming pool; and because a FEMA claim could be subject to additional scrutiny as compared to an insurance claim.

20. It was further part of the conspiracy that DIPAOLO, ZAMBARANO, RICCI and SERGIACOMI intentionally caused physical damage to SERGIACOMI's residence and swimming pool to make it appear that a windstorm on April 5, 2010 caused damage to SERGIACOMI's roof and pool, rather than ground water caused by the Rhode Island flood of March 2010.

21. It was further part of the conspiracy that SERGIACOMI and DIPAOLO filed a fraudulent claim with SERGIACOMI's insurance company which falsely claimed that her residence sustained damage to the roof, interior, and swimming pool from a windstorm on April 5, 2010, when in truth and in fact, there was no damage caused by a windstorm on April 5, 2010, and any damage that did exist in SERGIACOMI's residence was caused by the March 2010 Flood and by ZAMBARANO, RICCI, DIPAOLO and SERGIACOMI.
22. It was further part of the conspiracy that in order maximize the amount of money they could fraudulently obtain, DIPAOLO and ZAMBARANO created fraudulent invoices to be used to estimate the cost of repairs to SERGIACOMI's residence.
23. It was further part of the conspiracy that DIPAOLO and SERGIACOMI deceived the insurance adjuster representing the Insurance Company with respect to the date and cause of the damage and the cost of repairs to SERGIACOMI's residence.
24. It was further part of the conspiracy that DIPAOLO omitted an invoice from the Water Removal Company from the claim he filed with the Insurance Company on behalf of SERGIACOMI in order to prevent scrutiny which might cause the Insurance

Company to realize the damage was related to the March 2010 flood.

25. It was further part of the conspiracy that DIPAOLO, ZAMBARANO, RICCI and SERGIACOMI caused the Insurance company to mail checks in payment of the fraudulent insurance claim.

Overt Acts In Furtherance of the Conspiracy

26. In furtherance of the conspiracy, and to accomplish its objects and purposes, at least one of the following overt acts, among others, were committed by one or more of the defendants in the District of Rhode Island and elsewhere.
27. On or about March 31, 2010, SERGIACOMI hired DIPAOLO to act as a public insurance adjuster to represent her with respect to her claim to the Insurance Company. DIPAOLO utilized a "Power of Attorney" form despite having his public insurance adjuster's license revoked by the Rhode Island Department of Business Regulation.
28. On or about March 31, 2010, DIPAOLO directed the Water Removal Company to SERGIACOMI's residence for the purpose of removing ground water caused by the March 2010 flood from the basement.



29. On or about April 1, 2010, at approximately 3:46 p.m., after being advised by John Doe, a representative of the Water Removal Company, that the water in her basement was from the flood and was not likely to be covered by her insurance policy and that SERGIACOMI should consider filing a claim with FEMA for flood relief, SERGIACOMI had a telephone conversation with ZAMBARANO in which the following was stated:<sup>1</sup>

JZ: What's the matter?

LS: [John Doe] was here. [John Doe] was here earlier.

JZ: Who's [John Doe]?

LS: The guy that owns the what do you call it?...[The Water Removal Company].

JZ: Yeah.

LS: They're the people that are pumping out the water, ripping half the rug, and they're coming back tomorrow and I have to meet here at two. Here's the thing. [John Doe] who owns the company, they're out of Lincoln. He said to me that I want to call up, um, what is it? FEMA. He said I want to talk to Vinny about that and calling up FEMA because they'll work with them. I ...I don't know until I talk to Vinny. He told me to go ahead and call FEMA right away, but I'm not doing that until I talk to Vinny.

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<sup>1</sup>In quotations throughout this indictment, the individual speaking is identified by the initials of the person's first and last name. John Zambarano is "JZ"; Lori Sergiacomi is "LS"; Robert Ricci is "RR" and Vincent DiPaolo is "VD."

JZ: Alright, let me call Vinny right now.

LS: Okay.

30. On or about April 1, 2010 at approximately 3:47 p.m.,  
ZAMBARANO called DIPAOLO to discuss the possibility that  
SERGIACOMI might contact FEMA:

JZ: Vin.

VD: Yeah.

JZ: Tanya Cruise just called me.

VD: Yup.

JZ: The fuckin' guy [John Doe] from the  
company you sent over there told her to call  
FEMA, they'll help you out. I...she's  
calling me up, should I call? I said, no...no  
the insurance is going to be involved in  
this.

VD: No, the FEMA's, a fuckin'....they haven't even  
declared that yet for Christ sakes.

JZ: He's telling her to call FEMA.

VD: Oh (Unintelligible, hereinafter "UI")...

JZ: I said FEMA ain't ....FEMA ain't gonna take care  
of your pool or nothing. Just leave it the way it  
is.

VD: Yeah.

JZ: Alright, I, I got to call her back.

VD: (UI)....mind their fucking, just get over there  
and do what you got to do. You got to do the  
mediation and everything else first over there  
so...

JZ: I know. I know.

VD: Fucking crazy. I'm trying to put a claim in and he's going to let FEMA in...fucking...

JZ: I know.

VD: FEMA's not paying right now.

JZ: Alright, I'm going to call her back before she calls 'em.

VD: Alright.

JZ: Alright and then you talked to that woman?

VD: FEMA, they're only giving loans out, tell her.

JZ: Yeah, I know.

VD: Yeah, alright right now there just giving loans out.

31. On or about April 1, 2010 at approximately 3:48 pm,

ZAMBARANO advised SERGIACOMI not to file a claim with FEMA:

JZ: Lor....

LS: Yeah John.

JZ: He starts screaming. He said why don't these fuckin people mind their own business. He said FEMA is ...is a government funded agency that gives you interest free loans to take care of things. You got to pay that back. He said just let it stay. This was damage for the roof. All this is going to lead to her roof.

LS: I know that's cool, but according to [John Doe] you don't have to pay it back. They are giving it out like Haiti aid.

JZ: No. No, he said "Forget it."

LS: Alright.

32. On or about April 1, 2010 at approximately 4:00 p.m.,  
DIPAOLLO called ZAMBARANO to further discuss the possibility  
that SERGIACOMI might contact FEMA:

VD: Okay, so I mean like, you know. [John Doe] was  
just like, you know caught up in the fucking  
excitement of the whole fucking thing. You know  
trying to give out some good information. He  
wasn't even fucking thinking when he told her. I  
just called him. I said, "[John Doe] what are you  
fuckin' stupid? Your fuckin' tellin' the broad to  
call FEMA. She wants to not even call her  
insurance company. What are you crazy?" You know.

JZ: Yeah, FEMA ain't gonna take care of her pool.

VD: They're not gonna take care... I told him, I said  
"[John Doe]...the pool and the roof and all that  
fuckin' shit, you know." He says "Well, they're  
going to have a hard time collecting." I says,  
"Don't worry, leave that up to me. I'll take care  
of that."

JZ: Yup. Alright. I told her, so she's not gonna  
call.

33. In the conversation on about April 1, 2010 at approximately  
4:00 p.m., DIPAOLLO and ZAMBARANO discussed the reasons they  
did not want SERGIACOMI to contact FEMA:

VD: ...FEMA's only, right now they're just givin' out  
fuckin', you know, government loans, no interest  
loans to fix your house. You got to pay it back.

JZ: Yeah, that's what I told her.

VD: I know and if even if that lady comes in,  
Napolitano [the United States Secretary of  
Homeland Security], and declares this a  
fuckin' disaster area. You know... it...  
it... in other words their not gonna cover.  
They're not gonna cover anything on the roof.  
They're only gonna cover shit in the

basement, water, you know, so....

JZ: Yeah.

34. In the conversation April 1, 2010 that began at approximately 3:48 pm, ZAMBARANO and SERGIACOMI discussed using a tree branch to cause damage to SERGIACOMI's swimming pool for the purpose of filing a false insurance claim:

JZ: I'll be there tomorrow though.

LS: Okay, what time? I'm gonna be here at 2:00.

JZ: No. It doesn't matter. You don't have to be home... ..It's gonna be after 2:00 anyways. What I'm gonna do is take the ladder in the back go on the roof. Do what I got to go over there and get the branch for the pool.... So I'll be there in the afternoon.

LS: And listen....

JZ: Yup..

LS: If you have to.....

JZ: Yup.

LS: ...in my garage. Walk in my garage...

JZ: Yup.

LS: ...to the right.

JZ: Yup.

LS: You'll see a good size little branch that could do it.

JZ: Oh, alright.

LS: Just to let you know.

JZ: Okay.

35. On or about April 3, 2010, at SERGIACOMI's direction, ZAMBARANO intentionally caused damage to SERGIACOMI's swimming pool with a tree branch for the purpose of filing a false insurance claim.

36. On or about April 3, 2010, at approximately 11:54 a.m., ZAMBARANO informed DIPAOLO that he had caused damage to SERGIACOMI's swimming pool for the purpose of filing a false insurance claim:

JZ: Vinny.

VD: Yeah.

JZ: Alright, I took care of the pool over there. She didn't call the insurance company yet. She's gonna call them first thing Monday.

VD: Alright.

37. In the conversation April 3, 2010, beginning at approximately 11:54 a.m., DIPAOLO directed ZAMBARANO where to cause damage to SERGIACOMI's roof for the purpose of filing a false insurance claim and also discussed the damage ZAMBARANO caused to SERGIACOMI's swimming pool:

JZ: I just got to go on the roof later on this afternoon and do what I got to do over there. I got a good size branch....made a...you know a hole in the thing and it went through the liner.

VD: Uh...just make sure that..uh..the roof...

uh...it's over the kitchen area, over the bathroom area.

JZ: Yup.

VD: Okay.

JZ: And...uh...and I made a hole through the liner and all the water went behind the liner and undermined it.

VD: No kidding, wow. That's unbelievable. Alright.

38. On or about April 3, 2010, at approximately 12:09 p.m., ZAMBARANO and RICCI discussed causing damage to SERGIACOMI's roof for the purpose of filing a false insurance claim:

JZ: Bobby.

RR: Yeah.

JZ: What are you doing later on?

RR: Why? What's the matter?

JZ: You come over Lori Sergiacomi's with me? Vinny showed me what to do with that roof and those certain sections.

RR: Why he wants to patch it?

JZ: No, we got to pull it up, pull some shingles up and put, some drop, and put some canvasses on top of it with a piece of furring.

RR: With what?

JZ: He said, he told me where to rip some shingles up.

RR: Yeah.

39. In the April 3, 2010 conversation which began at

approximately 12:09 p.m., ZAMBARANO and RICCI discussed the need to cause the damage to SERGIACOMI's roof before SERGIACOMI filed the insurance claim:

RR: Okay, and what time you want to do this?

JZ: Ah, any time this afternoon?

RR: Oh..(UI)...why does it have to be done today?

JZ: Well, when are we going to do it? Tomorrow's Easter. She's calling the insurance company on Monday.

RR: Oh.

JZ: It's a big roof, it's a nice roof job we can do.

RR: Okay.

40. On or about April 3, 2010, ZAMBARANO and RICCI caused damage to SERGIACOMI's roof for the purpose of filing a false insurance claim and thereby creating work for themselves.

41. On or about April 3, 2010, at approximately 12:31 p.m., ZAMBARANO and RICCI discussed the fact that DIPAOLO had taken steps to conceal their scheme from the insurance company:

RR: Now what if they want to go inside and see the house where it's leaking?

JZ: I already got that, Vinny's already got that covered.



RR: How?

JZ: He's got it. He did it.

RR: Oh, okay.

42. On or about April 3, 2010, at approximately 2:38 p.m., ZAMBARANO and RICCI discussed the damage they caused to SERGIACOMI's residence and DIPAOLO's role in orchestrating the false insurance claim:

RR: Wow...unreal. That Vinny's too much though. That guy's made a career out of fuckin' shiesterin'.

JZ: I know.

RR: Does he do anything honest?

JZ: I don't think so.

RR: I just can't believe he makes a living, he makes a good living out of just...I can't believe it. His whole life, his whole career probably, is doing things like that.

JZ: I took him over to Lori's house the other night. He said, "Who is the ins... who is the insurance?" It was Rhode Island Housing or something. "Oh..oh... I know... (UI)... we'll be able to work this out." He knows all the fuckin' agencies. All the fuckin' adjusters.

RR: Gives them all kickbacks.

JZ: Yeah.

RR: Unbelievable. What are you going to do? I just laugh. I just say "Oh my God. We're over there patchin' fuckin' roofs." So ridiculous. What are you gonna do? What you gotta do to survive is ridiculous.

JZ: I know...I know.

RR: It's the truth. What are you gonna do? You got no choice. It's terrible.

43. On or about April 5, 2010, SERGIACOMI contacted the local insurance agency and falsely reported that her residence had been damaged in a windstorm occurring on April 5, 2010, when she knew that in truth and in fact that any damage to her residence was related to the floods of March 2010 and damage caused and exacerbated by ZAMBARANO, RICCI, DIPAOLO and herself.

44. On or about April 5, 2010, SERGIACOMI caused the local insurance agency to submit an insurance claim to the Insurance Company which falsely claimed that the "date of loss" was April 5, 2010 and that the cause of loss was "wind and rain water."

45. On or about April 5, 2010, at approximately 11:14 a.m., SERGIACOMI and ZAMBARANO discussed the fact that SERGIACOMI lied to the insurance agency about her insurance claim:

JZ: Hey Lor. Did you talk to Vinny?

LS: Yup, I did. I talked to the [the local insurance agency]. I talked to [Name of employee of the local insurance agency, whose identity is known to the grand jury]. And I was, uhm, I was telling her about all the damage. She's like, "Did it

come from the ground?" I said, "No. If it did would be calling up FEMA." When I told Vinny that he laughed. I said it came from the ceiling. said, and uhm....I said, it dripped down into the cellar. I mean...(UI)...down into the cellar. I said the roof is ruined. You know, I got a branch in my pool. She goes, "I don't know, the pool, if they'll do that." She goes, "I'll put a claim in anyway." I said, "They better. It's a new pool liner and there's a big stick in it. There's a big branch in it."

46. On or about April 5, 2010, during the conversations that began at approximately 11:14 a.m., SERGIACOMI and ZAMBARANO discussed the fact that as a result of damage ZAMBARANO caused to SERGIACOMI's swimming pool, SERGIACOMI would get a new pool cover paid for by the Insurance Company:

LS: Are we gonna be able to seal that ...that pool cover, eventually?

JZ: No, they'll give you a replacement cover.

LS: You know how expensive those thing are?

JZ: They'll replace it.

LS: You know how expensive those are?

LS: You think?

JZ: Yeah, it got ruined.

LS: Oh, that would be cool.

JZ: Alright.

47. On or about April 6, 2010, ZAMBARANO and DIPAOLO caused additional damage to SERGIACOMI's residence in anticipation of a visit by an insurance adjuster on behalf of the

Insurance Company to SERGIACOMI's residence.

48. On or about April 7, 2010, at approximately 3:09 p.m., SERGIACOMI and ZAMBARANO discussed the additional damage ZAMBARANO and DIPAOLO were causing to SERGIACOMI's residence:

JZ: Yeah, we're here.

LS: Oh, shit.

JZ: So we're doing some stuff.

LS: Well, I... Are we doing more damage that I don't need done?

JZ: No, that you need done. A little bit.

LS: Oh, God. Which means more money to fix it.

JZ: No...you got to to get the money, Lor.

49. On or about April 7, 2010, ZAMBARANO caused additional damage to SERGIACOMI's residence in anticipation of a visit by an insurance adjuster on behalf of the insurance company to SERGIACOMI's residence.

50. On or about April 8, 2010, at approximately 7:33 a.m., ZAMBARANO and DIPAOLO discussed the additional damage ZAMBARANO caused to SERGIACOMI's residence:

JZ: Vin.

VD: Hey, what's up?

JZ: Wait till you see Lori's house. Your gonna want me to be your demolition man all the time. I spent three fucking hours over there getting everything ready.

VD: (laughs) Does it look good?

JZ: Yes, it does.

VD: Alright, good.

51. On or about April 8, 2010, at approximately 8:20 p.m., ZAMBARANO and SERGIACOMI discussed items SERGIACOMI would be able to get as a result of the fraudulent insurance claim:

JZ: Well...you're gonna get a....brand new roof, brand new bathroom, brand new..uh..walls in the uh porch there, whatever room you call that, with the...casino rug.

LS: Yeah, that's pretty big.

52. On or about April 8, 2010, during the conversation that began at approximately 8:20 p.m., ZAMBARANO and SERGIACOMI discussed concerns about the upcoming visit by the insurance adjuster representing the Insurance Company:

JZ: Yeah. Alright, so you're not nervous or nothin'?

LS: No, I'm not nervous. The only thing I'm nervous about is the insurance company here saying, okay fine. They do that, I am not nervous.

53. On or about April 8, 2010, during the conversation that began at approximately 8:20 p.m., ZAMBARANO and SERGIACOMI

discussed SERGIACOMI's concerns that ZAMBARANO may have done more damage than the Insurance Company would pay for:

JZ: I would've never done all that damage if I didn't think they're gonna pay for it. Lor. It's all gonna be...

LS: I know that.

JZ: It's all...

LS: No, I know.

JZ: ....(UI)..the stage.

LS: (UI)...till I hear everything's good....I, I just, you know, cause I think there might be more damage than money.

JZ: No. Nope. You're gonna have money left over. Trust me.

54. On or about April 8, 2010, during the conversation that began at approximately 8:20 p.m., ZAMBARANO advised SERGIACOMI not to let others see the damage caused to her residence:

JZ: Until the insurance company comes, don't let many people see anything.

LS: But, John I'm trying not to, like the cop across the street saw the ceiling before....you know...

JZ: Yup.

LS: And it's like. I'm scared they're going to talk to him. It's like, I'm trying not to let people in here. I'm not letting anyone in here but [Name of person whose identity is known to the Grand Jury].

JZ: Alright.

55. On or about April 8, 2010, during the conversation that began at approximately 8:20 p.m., ZAMBARANO further advised SERGIACOMI not to let others see the damage caused to her residence:

JZ: Not till the whole thing is done. Until the insurance is all set.

LS: No, never mind that I... these people have seen... like [Name of person whose identity is known to the grand jury] has seen the damage. I can't have him see it now.

JZ: No! Then he's seen it before?

LS: That's the problem, too many people did.

JZ: Yeah.

LS: That I can't let in my house.

JZ: No, you can't.

LS: And they don't know why, and I'm sick every day, John.

JZ: We had to do, I had to do that construc... that destruction.

LS: I know that, but I'm telling you I can't let them in my house and I'm sick every day. They're gonna think I have the...they're gonna think I have AIDS, you know.

JZ: By...by Monday it'll all be over. You can let anybody else you want in cause it doesn't matter after that.

LS: Right, exactly. Well, it still does to me. Well you know upstairs is nothing as long as they don't see downstairs. Upstairs they know about the leakage. They've seen it. It's no big deal.

JZ: Yeah, but not what I did.

LS: The pool cover is covered with a welcome mat.  
They won't see that.

JZ: Not what I did. Yeah, I mean I don't want anybody  
to see what I did to the pool or the den area  
with that paneling wall.

56. On or about April 8, 2010, during the conversation that  
began at approximately 8:20 p.m., ZAMBARANO and SERGIACOMI  
further discussed the proceeds SERGIACOMI would receive from  
the fraudulent insurance claim:

JZ: Just remember in the back of your mind.  
You're gonna have a new bathroom, new  
kitchen.

LS: John, you're, you're like my, my dad.

JZ: I know. And you're gonna have money left over.  
(Laughing)

LS: Good. I need it.

57. On or about April 9, 2010, DIPAOLO met with the insurance  
adjuster for the Insurance Company regarding the insurance  
claim at SERGIACOMI's residence and falsely represented that  
the damage to SERGIACOMI's residence was caused by a wind  
storm on 5, 2010.

58. On or about April 9, 2010, at approximately 2:22 p.m.,  
ZAMBARANO and SERGIACOMI discussed DIPAOLO's meeting with  
the adjuster for the Insurance Company:

JZ: Hey, Lor.



LS: What's up?

JZ: Vinny, Vinny called me. Everything went well.

LS: Yeah. Alright, good. Then I'm not worried anymore.

59. On or about April 13, 2010, at approximately 6:15 p.m., ZAMBARANO and SERGIACOMI discussed DIPAOLO falsely inflating the amount of money in the insurance claim to at least forty-thousand dollars and expressed concern that otherwise there would not be enough money to pay for more than the damage caused by ZAMBARANO, RICCI and DIPAOLO:

LS: I was just telling Vinny, I'm like, he's like going "It's gonna be like twenty-something." I said, "Vinny, that's not enough." I said, "That seriously is nowhere near enough, do you realize a pool cover alone is \$3,000?"

JZ: That's not enough.

LS: You're gonna..you're gonna end up patching that...but I mean, I'm telling him that's not enough and he's like "Then we'll go for damages now." I'm like, "Vinny, I got bugs coming out of my cellar walls like what is going on?" And he's like, "Well we're still negotiating and they're talking about damages and everything," and I'm like, he's like "Maybe I can get you like in the 30's." I said "You got to." I said "Do more. I'm gonna tell you right now, I know Zambarano and he can go through a room and it could be like \$30,000."

JZ: (laughing)

LS: I said, "Really." I said, "Seriously." I said, "You know the roof alone. He's looking at

like, you know, sixty-five, when I can get somebody to do it for thirty-five, but I gotta let him do it because of the connection." But.. um.. I'm like, you know, I've gotta think of places I can save, too. Because, John it's not gonna cut it. You know it's not gonna cut it.

JZ: Yeah. No, you gotta get more.

LS: I told him that, I says, "There's no way, twenty-something, it's not gonna, especially giving him ten percent.

JZ: No.

LS: I said "It's not gonna work, Vinny." I said, "I mean the damage that we caused that's what it's gonna cover." I said "You gotta get more." He said that he was gonna sit down with you. You're doing the numbers. He's going "The numbers the guy wants to know about damage." I said "You gotta do more. I don't even know if the pool is wrecked because nobody is doing anything about it. I'm afraid to take the water out of it because that could wreck it. Then again, if I leave it in it could wreck it. I don't know what to do here." So, he said he's gonna get together with you and get his pool company over here and you guys gotta go through numbers and stuff because, John, he needs to bring that amount of money up. Because this is just not gonna work.

JZ: No, especially what we did over there now.

LS: That's what I'm saying. There's no way, twenty-something with ten percent gone, hello.

JZ: We gotta get like forty.

LS: Yeah, no shit. That's his job, I said. He's gonna get it. I already told him that twenty-something is not acceptable. There's no way. That's not even gonna cover the damage that we caused.

JZ: (laughing) You mean we, or me?

LS: Hey, I'm in this too.

60. On or about April 13, 2010, during the conversation that began at approximately 6:15 p.m., ZAMBARANO and SERGIACOMI discussed the damage ZAMBARANO caused to SERGIACOMI's swimming pool:

LS: Do you realize alone if that pool is ruined. Alone, when I had it re-done, was \$14,000, alone. Just the pool. If that pool is ruined, that's not cheap.

JZ: Well what did Vinny say?

LS: Vinny said, "Well, you gotta see if it's ruined." He's gotta get his pool guy here, but you're not gonna know that until the water is out and the liner is being put on....you're not gonna know it. If that water seeped behind it can reconstruct itself. I've seen it do it.

JZ: You can't patch that hole in that liner, not the hole that I put. You can't do that. That's gonna be (UI).

LS: Yeah you can. Yeah you can, because my father... I'm not spending \$3,000 on a pool cover that I'm gonna have a problem fitting. That can be fixed....(UI)...

JZ: No, I'm talking about the liner, forget the cover, the liner.

LS: Oh no, the liner can't be fixed. The liner has to be thrown away, and what sucks is the liner is not even two years old and still under guarantee but they're not gonna guarantee it against this.

JZ: Alright. I'll call Vinny tomorrow.

LS: I told Vinny he's gotta do something. I said "Twenty-something is not acceptable. I can't do

that. I said, I can't do that. I said, "John would be thirty thousand in one room, are you serious?"

61. On or about April 13, 2010, during the conversation that began at approximately 6:15 p.m. ZAMBARANO and SERGIACOMI further discussed inflating the amount of money for the insurance claim:

JZ: Alright. I'll call Vinny up.

LS: I know. I just pushed him. I told him he's gotta get more. There's no way I'm taking twenty-something. There's no way we're doing this....that's crazy, there's no. I told him. I said "Vinny, we can't even repair the damage we did with that, never mind what's done."

62. On or about April 13, 2010, at approximately 6:28 p.m. ZAMBARANO and DIPAOLO discussed the amount of money they could put in the insurance claim:

JZ: Uhm,..Lori called me.

VD: Yeah.

JZ: She's all screamin', sayin' that twenty-thousand somethin' ain't gonna be enough. The damage we did.

VD: Oh, I told her it was going to be in the high twenties and that doesn't count the pool. That's what the guy told me on the phone. I said, well I need to see the paperwork. I said her contractor is doing up an estimate now. So, I don't know what it's gonna come to. I told her that. I said Lori, nothing's in concrete yet. I

said, you know, the guy just hit me with a number you know, like high twenties, and plus the pool. I said, now you're looking around. I said how much you think the fucking roof is on that house, it's about \$12-15,000. I said the rest is all the inside work is sheet rock and paint work, hell what the fuck, what's in there, nothing much to talk about...

JZ: Yeah now, that roof job, let's just. I tried to explain to her, I know someone told me that could do it for thirty-five hundred. I said listen to me. I just did a roof job half the size of your roof job and took one layer of shingles off. It was fifty-nine hundred. That roof has two layers. It's double the...uh ....uh... the squares. That roof's gotta be close to ten.

VD: Gotta be twelve thousand at least John. At least twelve thousand to do that roof.

JZ: I know.

VD: That's a hip fucking roof. I might go even a bit more like thirteen or fourteen.

JZ: I know.

VD: You know. So I told her that. I said, "That's not a cheap roof." I said, "But when you got twenty-five thousand in your fucking hand and you know, and you got like ten, or twelve thousand left over to do the inside work, that's a good fucking chunk of change to take care of." She goes, "Oh John's never gonna be able to do all that work for twelve thousand." I said "Listen honey, we're not rebuilding you fucking house." You know. We're only gonna get so much friggin' money here. You know, there's only so much money on the table.

63. On or about April 13, 2010, at approximately 7:04 p.m., ZAMBARANO and RICCI discussed the amount of money they could put in the insurance claim for the damage to SERGIACOMI's

roof:

JZ: That's probably going to be close to ten grand, isn't it?

RR: Nah.

JZ: No?

RR: Are you nuts?

JZ: Vinny said more like twelve or fourteen.

RR: (UI)...that's what Vinny said? He knows best. Vinny took us this far. He'll take us the rest of the way.

64. On or about April 13, 2010, during the conversation that began at approximately 7:04 p.m., ZAMBARANO and RICCI further discussed the amount of money they could put in the insurance claim for the damage to SERGIACOMI's roof:

RR: Yeah. So I mean the point is.....(UI)..that job there is probably be like a grand more maybe twelve hundred more. Fifty-nine... fifty-nine..that would be about seventy-five hundred to be honest with you.

JZ: Yup.

65. On or about April 15, 2010, at approximately 12:54 p.m., ZAMBARANO told DIPAOLO repairing the damage to SERGIACOMI's roof would cost \$9,000:

VD: What's up....what's up?

JZ: The best thing we can do on that roof for Lori is \$9,000. And that's a good price, because there's

a lot of work over there.

VD: A lot of work there buddy for nine grand. That's cheap.

66. On or about April 15, 2010, during the conversation that began at approximately 12:54 p.m., DIPAOLO told ZAMBARANO to provide an estimate for SERGIACOMI's roof that was substantially more than \$9,000:

VD: Give me an estimate for like \$15,000, to do the roof.

JZ: Alright.

67. On or about April 16, 2010, at approximately 10:57 a.m., ZAMBARANO and SERGIACOMI discussed providing inflated cost estimates to DIPAOLO for the purpose of filing a false insurance claim:

JZ: Well can I come over at eight? Because Vinny needs these numbers tomorrow.

LS: What? Yeah. Alright.

JZ: Cause we got to go discuss what were gonna do here.

LS: Well what did he get for a figure yet?

JZ: He said...he doesn't got nothing yet. He said, "I need some numbers first." He said, "They got to be....they got to be... uh... uh... uh...they got to be inflated a bit too."

LS: Alright.

68. On or about April 16, 2010, at approximately 8:17 p.m., ZAMBARANO met with SERGIACOMI at SERGIACOMI's residence and together had a telephone conversation with DIPAOLO regarding the insurance claim:

JZ: Vinny.

VD: Yeah.

JZ: I'm over Lori's going over stuff so I can get this thing together for you tomorrow. You know all kiddin' aside. The damage that I did in that bathroom. That, I mean, we busted tile and everything. This whole tile thing has to be replaced. Your talkin' some serious money in this bathroom. So I don't know what this guy's sayin'. What does this guy expect you to do? Just patch? You can't get this tile anywhere.

VD: No, you got to use regular tile again. You can't do a mud job anymore, obviously. You got to get..(UI)..

JZ: No, I know that, but I mean...but all the tile in the whole bathrooms got to go.

VD: Yeah, well, do it. So figure it in.

69. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., ZAMBARANO and SERGIACOMI discussed with DIPAOLO increasing the amount of the insurance claim to fifty thousand dollars:

LS: (In background - Vinny we're looking at fifty grand here.)

JZ: Lori says you're looking at fifty thousand.

LS: (Talking in background)

VD: If it's fifty thousand, I'll get it. Don't worry



about it.

JZ: He'll get it. Don't worry about it.

70. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., ZAMBARANO and SERGIACOMI further discussed with DIPAOLO falsely increasing the amount of the insurance claim insurance claim:

JZ: Do you hear her?

VD: What she say?

JZ: She said she loves you, but you got to upgrade these fuckin' figures (laughing).

VD: Tell her not to worry about it. I'm the numbers guy.

JZ: He said he's the numbers guy. Hang on.

[SERGIACOMI begins talking on phone]

LS: Wait...wait...wait mister numbers guy. I'm going from wood in my den to sheet rock or whatever the hell you guys are putting in. I'm going cheaper here. I'm trying to like use the money where the money needs to be used.

VD: Absolutely.

LS: Yeah. You got to get..Yeah, but you got to get more because I got to tile half downstairs. I can't go with all rug. I'm never doing that again, plus everything's gotta be sealed John. That's another thing. I'm petrified about that happening again. Lookin' at ...I mean were lookin' at so much stuff here Vinny, that, help!

VD: Listen.

LS: You need to do your numbers...number man do your numbers...do your numbers.

71. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., DIPAOLO cautioned SERGIACOMI and ZAMBARANO about inflating the insurance claim so high that it would cause additional scrutiny from the Insurance Company:

VD: Listen let's...let's just cross our fingers on one thing (UI). If we hit them too high that they bring in a contractor and he walks into that room, and he notices the sump pumps in there, and then he goes off on a half cocked expedition saying "Well, wait a minute." You know what I'm saying? So let's, let's take it easy now. We can't push it too hard. We're gonna get, we're gonna get what we can get to get everything done. And we're not gonna get everybody to look, you know, look a little closer at the job and then all of a sudden everything's gonna go sideways.

72. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., DIPAOLO further cautioned SERGIACOMI and ZAMBARANO about inflating the insurance claim so high that it would cause additional scrutiny from the insurance company:

VD: I don't want to that job under the microscope, if you know what I saying.

LS: Yeah, I know what you're saying, honey. I know what you're saying. The only thing I know is what we're getting is not gonna cover, but....

VD: I know, I know, but...

LS: I mean, basically, John and I did more destructive damage then we're gonna get.

VD: Oh, I know that, I understand. I'm gonna get you.

LS: That's not good.

VD: I'm gonna get it all. Every time it goes up, Listen. When a claim goes to \$25,000, one person can sign it. When the claim goes to \$50,000, two people have to sign the check.

73. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., SERGIACOMI directed DIPAOLO to submit the insurance claim in the highest amount possible with the least amount of scrutiny:

LS: You're saying we don't want to make it out too high, but we don't want to make it too low. Once you hit \$50,000, then they start bringing in a second person. So, I say bring it to \$48,000 and that's it.

74. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., SERGIACOMI and DIPAOLO discussed including in the false insurance claim a desk which was damaged in an earlier flood:

LS: My question to you is, what if I had a flood down there a few years ago? Actually, after I totally remodeled, within three months after I remodeled, I had a flood down there and, uhm, my father's desk was damaged a little bit. I think I have a different insurance company now. Can I still claim that same desk?

VD: Uhm...that could come back to bite you.

LS: I could say I had it fixed.

VD: Yeah.

LS: Cause the guys that were doing the water noticed

it and they said "Look at that the desk is already ruined."

VD: Yeah, you could do that. Just well...just put in for the desk, but you can't like \$5,000 for the desk. Put in like...be just conservative. Put down you know fifteen, eighteen hundred bucks, something like that.

LS: Go low. Go low, okay.

VD: Yeah.

LS: Alright.

75. On or about April 16, 2010, during the conversation that began at approximately 8:17 p.m., DIPAOLO told SERGIACOMI that DIPAOLO and ZAMBARANO would create estimates to submit in the insurance claim:

VD: I'll get you through this here nice and smooth. Once John gets me that estimate then I'll ...I'm gonna (UI) John's estimate into my estimate.

LS: What should John's estimate be? Just tell me what it should be. Listen, John could go off. He's talking about all tile in the bathroom and everything. He could go...he could go to \$100,000.

VD: Listen, when John comes to me tomorrow with that paperwork, him and I will sit down and we'll crunch some numbers.

LS: Alright.

76. On or about April 17, 2010, at approximately 10:53 a.m., ZAMBARANO told SERGIACOMI that DIPAOLO would submit an estimate of approximately \$48,000 for the insurance claim:

LS: You don't think forty-eight thou..is too high to show them though?

JZ: No. He's the ...he's the...he's the guy that knows what he's doing with this.

LS: Okay.

77. On or about April 17, 2010, during the conversation that began at approximately 10:53 a.m, ZAMBARANO and SERGIACOMI discussed that SERGIACOMI would get a new roof as a result of the insurance claim:

LS: I'm psyched ...I'm psyched...I'm psyched because I think that's the original roof isn't it?

JZ: Yeah. It's got two layers on it.

LS: I don't think my father ever did the roof or could he have added a layer?

JZ: Yeah he did.

LS: Because if you look at that roof isn't it a greyish?

JZ: Yeah, but you're gonna get some nice architectural shingles.

78. On or about April 17, 2010, during the conversation that began at approximately 10:53 a.m, ZAMBARANO and SERGIACOMI further discussed items of value that SERGIACOMI would get as a result of the insurance claim:

JZ: I mean, maybe we can get a granite counter top in there.

LS: God, I want granite in the kitchen. That'll be my...that'll be my next goal.

JZ: Well, look at it this way. None of this stuff is costing you any money. You're getting a new roof...

LS: I know.

JZ: ...and everything so...

LS: Like I said, like I said, even if I want to expand when you're done...

JZ: Yeah.

LS: ...(UI) here John, I'm gonna give you, you know \$2,000 to redo these counter tops.

JZ: Yeah exactly.

LS: Yeah.

JZ: Because, because it's not costing you any money right now to do any of this.

LS: Right, exactly. That's what I'm saying, so.

JZ: And you're saving, you're saving like seven or eight thousand dollars just getting the roof done. You're getting the roof for nothing.

79. On or about April 17, 2010, at approximately 1:55 p.m, ZAMBARANO and DIPACLO discussed changing line items on ZAMBARANO's estimate of damages so that the claim would be less than \$50,000, and therefore subject to less scrutiny by the insurance company:

JZ: ...It comes to \$51,340. You want me to take more away? I did exactly what you told me to do. I changed the numbers. The numbers you changed.

VD: You should probably chop the roof down a little bit. What are you doing?

JZ: Want to take the roof down to twelve?

VD: Yeah. Take the roof down to thirteen.

JZ: Thirteen...alright.

80. On or about April 18, 2010, ZAMBARANO provided DIPAOLO with a fraudulent estimate of costs for repairs to SERGIACOMI's residence in the amount of \$49,188 for submission with SERGIACOMI's insurance claim.

81. On or about April 19, 2010, at approximately 7:59 a.m., ZAMBARANO and SERGIACOMI discussed the filing of the false insurance claim:

JZ: I just gave everything... uhm...to Vinny... the final thing.

LS: Cool.

JZ: Now, he said once it's settled...once they come up with the amount. It's still gonna take a few weeks. He said, "So once she knows how much money she's gonna ... she's gonna get, youse can start figuring out what youse are gonna do...(UI). If she has the money she can get it and then she'll get reimbursed." I said "Well, I don't know."

LS: Mmm...yeah...right.

JZ: So I mean, I said she wants everything done, especially the pool for the summer and everything. He said, "I understand that John." He said, "But it takes time."

LS: How long does it take? They usually do it right away.

JZ: I don't know.

LS: Once it's approved you usually get the check like within a week.

JZ: (UI)...that's what I say.

LS: No, that's what they've always done. I've never gone for such a high amount.

JZ: That's the thing.

LS: What?

JZ: The amount.

LS: We'll see.

82. On or about April 19, 2010, DIPAOLO submitted an estimate of costs for repairs to SERGIACOMI's residence to the insurance adjuster representing the Insurance Company which was fraudulent in that it falsely represented the amount of money required to repair SERGIACOMI's residence in connection with a wind storm on April 5, 2010.

83. On or about April 21, 2010, at approximately 8:37 p.m., ZAMBARANO and RICCI discussed the damage ZAMBARANO caused to SERGIACOMI's residence in order to create work for ZAMBARANO and RICCI:

JZ: Bob.

RR: Yeah.

JZ: Get ready. A lot of jobs I've got comin' up.

RR: Get 'em John. I need some fuckin' money, get 'em, get 'em.



JZ: Me too.

RR: I've got to make some fuckin' cash.

JZ: If...if...if we do all these three jobs.

RR: Yeah.

JZ: The one over the...where we were today. The one on Alexandria and Thelma Street and Tanya Cruise's. You know how much work I made to do on her house? The damage I did. You wouldn't believe.

RR: Good. Get to work Zamby! Get to work!

JZ: You wouldn't believe. I destroyed her house.

RR: Good. Let's get the fuckin' work, come on.

JZ: Alright.

RR: Take it on. We'll do it. I'll work around the clock. I don't give a fuck.

JZ: Neither do I.

84. On or about April 23, 2010, at approximately 8:16 a.m., ZAMBARANO and RICCI discussed the status of SERGIACOMI's insurance claim:

RR: Are they giving Tanya Cruise a hard time?

JZ: No, but there's a lot more money involved over there, Bob. The roof. The pool.

RR: Oh yeah. It's a big claim.

85. On or about April 23, 2010, at approximately 8:54 a.m., ZAMBARANO and SERGIACOMI discussed the status of

SERGIACOMI's insurance claim:

JZ: Lor.

LS: Yes.

JZ: I just talked to Vinny. He said, all the paperwork that I gave him, all the estimates and stuff for the work inside and the roof is already being processed. He said, the pool thing is a different claim. He says, and he's got to get out there this weekend with the pool guy and he'll put that claim in. He say's it's two separate things anyway so.

LS: I know they are.....I know they are.

86. On or about April 28, 2010, DIPALO submitted a fraudulent estimate of costs for repairs to SERGIACOMI's residence in the amount of \$44,703.72 on behalf of with SERGIACOMI's insurance claim.

87. On or about April 29, 2010, at approximately 11:29 a.m., ZAMBARANO and RICCI discussed ZAMBARANO's concern that law enforcement might have followed his vehicle:

RR: Well, what makes it weirder is we have such guilty consciences that anytime any of this happens, right off the bat we always assume the worst.

JZ: I know...I know.

RR: Because we have a guilty conscience of everything else that we're doing that we're not supposed to be doing.

JZ: I know....I know....yup..yup.

RR: That's the problem. Do you understand?

JZ: Yeah, I know.

88. On or about May 28, 2010, DIPAOLO sent an e-mail regarding SERGIACOMI's insurance claim to the insurance adjuster representing the Insurance Company in which he stated, in pertinent part: "I looked over your numbers and discussed it all with her contractor and after a long heated debate between her and him and myself this is what we came up with. The hip roof is damaged on both slope patches, so in all fairness to the homeowner, I think that we need replace the entire roof."
89. On or about June 9, 2010, DIPAOLO, ZAMBARANO and SERGIACOMI caused an estimate for repairs to SERGIACOMI's swimming pool in the amount \$5,500 to be submitted on behalf of SERGIACOMI's insurance claim.
90. Throughout his dealings with the insurance adjuster representing the Insurance Company, DIPAOLO submitted various cost estimates which intentionally omitted the costs of the Water Removal Company from the insurance claim in order to avoid suspicion by the Insurance Company that the water damage was flood related.

91. On or about August 17, 2010, SERGIACOMI signed and caused to be filed a "Sworn Statement in Proof of Loss" in which she falsely represented to the Insurance Company that the damage to her residence was caused by a windstorm on April 5, 2010; that the amount of the damage was \$46,071.57; and that the loss "did not originate by any act, design, or procurement" on her part; that "nothing has been done by or with [her] privity or consent"; that "no articles are mentioned herein but such as were destroyed or damaged at the time of loss"; and that "no attempt to deceive said company as to the extent of said loss, has in any manner been made."

All in violation of Title 18, United States Code, Section 371.

Counts Two through Five  
Mail Fraud  
18 U.S.C. 1341

Introduction

92. The Grand Jury realleges and incorporates by reference paragraphs 1 through 91 of Count One of the Indictment as if fully set forth herein.

The Mail Fraud Scheme

93. From no later than March 31, 2010 through on or about August 25, 2010, in the District of Rhode Island and elsewhere, the defendants

JOHN A. ZAMBARANO  
ROBERT RICCI  
VINCENT DIPAOLO and  
LORI SERGIACOMI

knowingly devised and intended to devise a scheme and artifice to defraud, and for obtaining money and property from the Insurance Company, by means of false and fraudulent pretenses, representations and promises.

Objects of the Scheme to Defraud

94. The objects of the scheme to defraud were the same as the objects of the conspiracy alleged in Count One and are hereby realleged as if fully set forth herein.

Manner and Means

95. The substance of the scheme and artifice to defraud, its manner and means, and the acts in furtherance of the scheme are described in Paragraphs 1 through 91 of Count One of this Indictment, the allegations of which are incorporated by reference and realleged as if fully set forth herein.

Execution of the Scheme to Defraud

96. On or about the dates set forth below, in the District of Rhode Island and elsewhere, for the purpose of executing the aforementioned scheme and artifice, and attempting to do so, and aiding and abetting each other, the defendants,

JOHN A. ZAMBARANO,  
VINCENT DIPAOLO,  
ROBERT RICCI and  
LORI SERGIACOMI a/k/a TANYA CRUISE

did knowingly cause to be delivered by United States mail or a private or commercial interstate carrier, according to the directions thereon, and did knowingly take and receive from the United States mail or a private or commercial interstate carrier, the material, to wit, checks, as set forth below:

<u>Count</u>	<u>Date</u>	<u>Check No.</u>	<u>Amount</u>
2	8/13/2010	518391	\$33,991.68
3	8/13/2010	518386	\$250.00
4	8/13/2010	518392	\$4,041.00
5	8/25/2010	518474	\$1,730.00

All in violation of Title 18, United States Code, Section 1341 and Title 18, United States Code, Section 2.

FORFEITURE ALLEGATIONS

1. The allegations of Counts One through Five are realleged and incorporated by reference herein for the purpose of seeking forfeitures pursuant to the provisions of Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), upon conviction, the defendants,

JOHN A. ZAMBARANO  
ROBERT RICCI  
VINCENT DIPAOLO  
LORI SERGIACOMI a/k/a Tanya Cruise

shall forfeit to the United States, any and all right, title, and interest in any and all property constituting or derived from any proceeds the defendants obtained, directly or indirectly, as a result of the offenses alleged in Counts One through Five of this Indictment, which allege the use of the United States mail to obtain of money and property from the Insurance Company, by means of false and fraudulent pretenses, representations, and promises, in violation of 18 U.S.C. § 1341 and conspiracy to commit the same, and any and all property traceable to such property, including, but not limited to a sum of money equal to \$40,012.68 in United States Currency, in that this sum represents the amount of proceeds obtained as a result of the offenses alleged in



Counts One through Five of this Indictment, for which the defendants are jointly and severally liable.

All pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

A TRUE BILL:

**REDACTED**

TERRENCE P. DONNELLY,  
Assistant U.S. Attorney

STEPHEN G. DAMBRUCH  
Assistant U.S. Attorney  
Criminal Chief